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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

18 ALLOURE, INC., a California
19 corporation; ARMAN VAKILI, an
individual; and JALAL "ALLEN"
MONSHIETAHADI, an individual.

Plaintiffs,

vs.

22 FA COOPERATIVE, INC., a Missouri
23 corporation, dba FLOORING
24 AMERICA; and DOES 1 through 10,
inclusive

Defendants

CASE NO. SAC08-00614 DOC
(RNBx)

Honorable David O. Carter

STIPULATED PROTECTIVE ORDER

*(Joint Stipulation for Entry of
Protective order and Declaration of
Michael P. Wolf lodged concurrently
herewith)*

Action filed: June 4, 2008

Trial Date: January 19, 2010

1 It is hereby ordered that the terms and conditions of this Stipulated Protective
2 Order (“Protective Order” or “Order”) shall govern the handling of documents,
3 answers to interrogatories, depositions, pleadings, exhibits, computer readable data
4 storage media and all other information exchanged by the parties in this action, or
5 provided by or obtained from non-parties in this action.

6
7 It is hereby ORDERED as follows:

8 **1. Applicability of Protective Order:** This Order shall be applicable to
9 and govern all depositions, documents, information or things produced by a party or
10 third party in connection with this litigation in response to requests for production of
11 documents, answers to interrogatories, responses to request for admissions, answers
12 to deposition questions and all other discovery taken pursuant to the Federal Rules
13 of Civil Procedure or other information that the Disclosing Party designates as
14 “CONFIDENTIAL INFORMATION” or “ATTORNEYS’ EYES ONLY
15 INFORMATION” (or a reasonably similar designation) furnished, directly or
16 indirectly, by or on behalf of any party or any non-party witness as part of discovery
17 in this action. As used herein, “Disclosing Party” shall refer to the parties to this
18 action and to third parties that give testimony or produce documents or other
19 information, and “Receiving Party” shall refer to the parties to this action and to
20 third parties that receive such information.

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22 **2. Definitions:** For purposes of this Order, “CONFIDENTIAL
23 INFORMATION” means any information that a party or third party in good faith
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1 reasonably believes contains trade secret or other confidential, competitive or
2 proprietary business information used by it in, or pertaining to, its business which
3 the party or third party takes appropriate efforts to keep confidential or which the
4 party is otherwise required to keep confidential by agreement or law.
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6 “ATTORNEYS’ EYES ONLY INFORMATION” shall include and be limited to
7 any information, document, or thing, or portion of any document or thing that
8 contains highly sensitive business or personal information, the disclosure of which is
9 highly likely to cause significant harm to an individual or to the business or
10 competitive position of the designating party. “PROTECTED INFORMATION”
11 means “CONFIDENTIAL INFORMATION” or “ ATTORNEYS’ EYES ONLY
12 INFORMATION.”
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15 **3. Persons With Access to “ATTORNEYS’ EYES ONLY**
16 **INFORMATION”:** Except as set forth below, in the absence of written permission
17 from the Disclosing Party or third party, or an order from the Court, information
18 designated as “ATTORNEYS’ EYES ONLY INFORMATION” shall be used solely
19 for the purposes of this action, may not be disclosed to any employee of a party and
20 may be disclosed only to the following persons:
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23 **a. Counsel:** Counsel of record in this action, and paralegal
24 assistants, technical, administrative and clerical employees working under the direct
25 supervision of such attorneys;
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28 **b. Outside Experts and Consultants:** Any outside expert or

1 consultant, whether testifying or non-testifying, who is expressly retained or sought
2 to be retained by any attorney described in paragraph 3(a) to assist in preparation of
3 this action for trial, and qualified according to paragraph 5 below, with disclosure
4 only to the extent necessary to perform such work;

5 **c. Court Reporters:** Any interpreter, videographer, or court or
6 other shorthand reporter or typist translating, recording or transcribing testimony
7 that includes “PROTECTED INFORMATION”;

8 **d. Authors and Recipients:** Any person whom the document
9 sought to be disclosed to that person indicates on its face is an author or authorized
10 recipient of the document;

11 **e. The Court:** Personnel of the Court and all appropriate courts of
12 appellate jurisdiction; and

13 **f.** Any other person agreed to by the parties in writing;

14 **g. Required Undertakings:** “ATTORNEYS EYES ONLY
15 INFORMATION” shall not be disclosed to persons described in paragraphs 3(b), (c)
16 and (f) unless and until such person has executed an Agreement in the form attached
17 hereto as Exhibit A, and such Agreement has been served on counsel for all parties.
18

19 **4. Persons With Access to CONFIDENTIAL INFORMATION":**

20 Except as set forth below, in the absence of written permission from the Disclosing
21 Party, or an order of the Court, information designated as “CONFIDENTIAL
22 INFORMATION” shall be used solely for the purposes of this action and may be
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1 disclosed only to the following persons:

2 **a.** Any person having access to “ATTORNEYS’ EYES ONLY
3 INFORMATION”;

4 **b.** **Parties:** The parties to these proceedings;
5 **c.** **Party Employees:** Employees of parties to these proceedings,

6 where counsel in good faith believes that the CONFIDENTIAL INFORMATION
7 disclosed to such person is relevant to the preparation and/or testimony of such
8 person or is otherwise necessary to these proceedings (provided that such disclosure
9 is limited to only CONFIDENTIAL INFORMATION which counsel in good faith
10 believes is relevant to the preparation and/or testimony of such person or is
11 otherwise necessary to these proceedings);
12

13 **d. Required Undertakings:** “CONFIDENTIAL INFORMATION”
14 shall not be disclosed to persons described in paragraphs 4(c) unless and until such
15 persons has executed an Agreement in the form attached as Exhibit A, and such
16 Agreement has been served on counsel for all parties.
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18 **5. Qualification of Outside Experts and Consultants:** Outside experts
19 and consultants shall not be current employees of a party or have been employed by
20 a party within one (1) year prior to the disclosure of “PROTECTED
21 INFORMATION.” Such “PROTECTED INFORMATION” shall not be disclosed
22 to any such expert or consultant until after a period of ten (10) calendar days after
23 service, by facsimile and regular mail, on all parties of identifying information for
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1 the expert or consultant, including his/her name, address and job title, the name and
2 address of his/her employer and a current curriculum vitae including a list of all
3 companies for which such person has consulted during the last three (3) years. The
4 party receiving notice of such expert and service of such identifying information
5 shall have ten calendar days from the date of such notice to object in writing to the
6 provision of “PROTECTED INFORMATION” to the outside expert or consultant.
7
8 Unless the parties otherwise resolve the objection, the objecting party shall have an
9 additional ten calendar days from the date of service of the identifying information
10 regarding the expert to file an appropriate motion to preclude the employment of the
11 expert or consultant and/or disclosures of “PROTECTED INFORMATION” to him
12 or her, and no “PROTECTED INFORMATION” that is the subject of the objection
13 will be disclosed until the motion is decided. The times to respond as set out in this
14 subparagraph shall not begin to run unless the identifying information served
15 regarding the expert complies with the requirements set out herein.
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18 **6. Storage and Copies of “PROTECTED INFORMATION”:** The
19 recipient of any “PROTECTED INFORMATION” that is provided under this
20 Protective Order shall maintain such information in a secure and safe area and shall
21 exercise the same standard of due and proper care with respect to the storage,
22 custody, use and/or dissemination of such information as is exercised by the
23 recipient with respect to its own proprietary information. “PROTECTED
24 INFORMATION” shall not be copied, reproduced, summarized or abstracted,
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1 except to the extent that such copying, reproduction, summarization or abstraction is
2 reasonably necessary for the conduct of this lawsuit. All such copies, reproductions,
3 summaries and abstractions shall be subject to the terms of this Protective Order,
4 and labeled in the same manner as the designated material on which they are based.

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6 **7. Designating “PROTECTED INFORMATION”:** Disclosing Parties
7 shall designate “CONFIDENTIAL INFORMATION” or “ATTORNEYS’ EYES
8 ONLY INFORMATION” as follows:

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10 **a. Documents:** In the case of documents, interrogatory answers,
11 responses to requests for admission, briefs, and the information contained therein,
12 designation shall be made by placing the following legend on every page of any
13 such document prior to production: “CONFIDENTIAL INFORMATION” or
14 “ATTORNEYS’ EYES ONLY INFORMATION”. In the case of documents
15 produced in discovery, the designation may alternatively be made by any means that
16 identifies the disclosing party, the case and the level of confidentiality. The
17 foregoing shall not preclude the inclusion of additional text in such legend, such as
18 “Subject to a Protective Order,” or any other similar designation. In the event that a
19 party inadvertently fails to stamp or otherwise designate a document or other
20 information as “CONFIDENTIAL INFORMATION” or “ATTORNEYS’ EYES
21 ONLY INFORMATION” at the time of its production, that party may within
22 fourteen (14) days after becoming aware of its undesignated disclosure designate
23 such information as “CONFIDENTIAL INFORMATION” or “ATTORNEYS’
24

1 EYES ONLY INFORMATION” by giving written notice to all parties. Under such
2 circumstances, all Receiving Parties who have made further disclosures of such
3 information shall comply with paragraph 13 below. However, no Receiving Party
4 shall have any other obligation or liability due to any disclosure of the information
5 that occurred prior to the receipt of such notice; provided, however, any subsequent
6 disclosures shall be in accordance with such designation.
7

8 **b. Deposition Proceedings:** In the case of depositions, designation
9 of the portion of the transcript (including exhibits) that contains “CONFIDENTIAL
10 INFORMATION” or “ATTORNEYS’ EYES ONLY INFORMATION” shall be
11 made by a statement to such effect on the record in the course of the deposition; or
12 upon review of such transcript, by counsel for the party to whose
13 “CONFIDENTIAL INFORMATION” or “ATTORNEYS’ EYES ONLY
14 INFORMATION” the deponent has had access, said counsel designating within
15 thirty (30) calendar days after counsel’s receipt of the final transcript, and listing on
16 a separate piece of paper the numbers of the pages of the transcript containing
17 “CONFIDENTIAL INFORMATION” or “ATTORNEYS’ EYES ONLY
18 INFORMATION” the deponent has had access, said counsel designating within
19 thirty (30) calendar days after counsel’s receipt of the final transcript, and listing on
20 a separate piece of paper the numbers of the pages of the transcript containing
21 “CONFIDENTIAL INFORMATION” or “ATTORNEYS’ EYES ONLY
22 INFORMATION”, inserting the list at the end of the transcript, and mailing copies
23 of the list to counsel for all parties so that it may be affixed to the face of the
24 transcript and each copy thereof. Pending such designation by counsel, the entire
25 deposition transcript, including exhibits, shall be deemed “CONFIDENTIAL
26 INFORMATION,” unless counsel during the deposition states that the information
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1 is "ATTORNEYS' EYES ONLY INFORMATION." If no designation is made
2 within thirty (30) days after receipt of the transcript, the transcript shall be
3 considered not to contain any "CONFIDENTIAL INFORMATION" or
4 "ATTORNEYS' EYES ONLY INFORMATION" other than those portions
5 designated on the record during the deposition, if any. In the event that a party
6 inadvertently fails to designate portions of a transcript and exhibits thereto as
7 "CONFIDENTIAL INFORMATION" or "ATTORNEYS' EYES ONLY
8 INFORMATION", that party may, within fourteen (14) days after becoming aware
9 of its inadvertent failure to designate, designate such information as
10 "CONFIDENTIAL INFORMATION" or "ATTORNEYS' EYES ONLY
11 INFORMATION" by giving written notice to all parties. Under such
12 circumstances, all Receiving Parties who have made further disclosures of such
13 information shall comply with paragraph 13 below. However, no Receiving Party
14 shall have any other obligation or liability due to any disclosure of the information
15 that occurred prior to the receipt of such notice; provided, however, any subsequent
16 disclosures shall be in accordance with such designation. Counsel using third party
17 "PROTECTED INFORMATION" during a deposition shall designate portions of
18 the transcript (including exhibits) that contain such information in accordance with
19 the third party designation.

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26 **c. Non-Paper Media:** Any "CONFIDENTIAL INFORMATION"
27 or "ATTORNEYS' EYES ONLY INFORMATION" produced in non-paper media

1 (e.g., videotape, audio tape, computer disk, etc.) may be designated as such by
2 labeling the outside of such non-paper media as “CONFIDENTIAL
3 INFORMATION” or “ATTORNEYS’ EYES ONLY INFORMATION”. In the
4 event a Receiving Party generates any “hard copy” transcription or printout from
5 any such designated non-paper media, such party must stamp each page
6 “CONFIDENTIAL INFORMATION” or “ATTORNEYS’ EYES ONLY
7 INFORMATION”, and the hard copy, transcription or printout shall be treated as it
8 is designated.

9 8. In accordance with Local Rule 79-5.1, if any papers to be filed with the
10 Court contain information and/or documents that have been designated as
11 “Confidential Information” or “Attorneys’ Eyes Only Information,” the proposed
12 filing shall be accompanied by an application to file the papers or the portion thereof
13 containing the designated information or documents (if such portion is segregable)
14 under seal; and the application shall be directed to the judge to whom the papers are
15 directed. For motions, the parties shall publicly file a redacted version of the motion
16 and supporting papers.

17 9. **Challenging Designation of Materials:** A party shall not be obligated
18 to challenge the propriety of a “CONFIDENTIAL INFORMATION” or
19 “ATTORNEYS’ EYES ONLY INFORMATION” designation at the time made, and
20 failure to do so shall not preclude a subsequent challenge thereto during the
21 pendency of this litigation. In the event that any party to this litigation disagrees at
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1 any stage of these proceedings with such designation, such party may provide to the
2 Disclosing Party written notice of its disagreement with the designation. The parties
3 shall first try to resolve such dispute in good faith and pursuant to this Court's Local
4 Rule 37-1. If the dispute cannot be resolved, the party challenging the designation
5 may request appropriate relief as set forth in this Court's Local Rule 37-2 from the
6 Court. The burden of proving that information has been properly designated as
7 "CONFIDENTIAL INFORMATION" or "ATTORNEYS' EYES ONLY
8 INFORMATION" is on the party making such designation. Any challenged
9 designation remains in force until the propriety of such designation has been
10 determined, either by agreement of the parties or by order of the Court as outlined
11 above.
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14 10. Use of "PROTECTED INFORMATION" Limited to This Action:
15 "CONFIDENTIAL INFORMATION" or "ATTORNEYS' EYES ONLY
16 INFORMATION" shall be used by the Receiving Party only for the purpose of
17 conducting this action, and not for any business or other purpose whatsoever. No
18 "CONFIDENTIAL INFORMATION" or "ATTORNEYS' EYES ONLY
19 INFORMATION," or the contents thereof, shall be disclosed to or used with any
20 representative, agent, attorney or employee of the Receiving Party, except as
21 provided herein. Nothing contained in this Order shall preclude a Disclosing Party
22 from using or disseminating its own "CONFIDENTIAL INFORMATION" or
23 "ATTORNEYS' EYES ONLY INFORMATION."
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1 **11. Third Party “PROTECTED INFORMATION”:** Third parties may
2 (a) designate deposition transcripts and any documents or information they produce,
3 whether voluntarily or by subpoena, as “CONFIDENTIAL INFORMATION” or
4 “ATTORNEYS’ EYES ONLY INFORMATION” to the same extent and in the
5 same manner as parties to this litigation and such documents or information shall be
6 treated by the parties to this litigation in the same manner as documents or
7 information so designated by a party; and (b) intervene in this litigation to enforce
8 the provisions of this Protective Order as if they were a party.

11 **12. Inadvertent Disclosure:** If “CONFIDENTIAL INFORMATION” or
12 “ATTORNEYS’ EYES ONLY INFORMATION,” or any portion thereof, is
13 disclosed by the Receiving Party, through inadvertence or otherwise, to any person
14 or party not authorized under this Protective Order, then the Receiving Party shall
15 notify the Disclosing Party of the inadvertent disclosure and use its best efforts to
16 retrieve immediately all copies of such document(s) or information and to bind such
17 person to the terms of this Protective Order, including cooperating in obtaining an
18 order of the court to remedy the disclosure, if necessary. In such event, the
19 Receiving Party also shall (a) promptly inform such person of all the provisions of
20 this Protective Order; (b) identify such person immediately to the Disclosing Party
21 and inform the Disclosing Party of all pertinent facts relating to such disclosure, and
22 (c) request such person to sign the acknowledgment in the form attached hereto as
23 Exhibit A. These provisions also apply to information that was not marked at time
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1 of disclosure, but was subsequently marked pursuant to paragraphs 7(a) and 7(b).

2 **13. Use of Party's Own Information Allowed:** Nothing in this Protective
3 Order shall preclude any party to the lawsuit or its attorneys from disclosing or
4 using, in any manner or for any purpose, any information or documents from that
5 party's own files that the party itself has designated as "CONFIDENTIAL
6 INFORMATION" or "ATTORNEYS' EYES ONLY INFORMATION."

7 **14. Subpoenas in Other Actions:** In the event any Receiving Party having
8 possession, custody or control of any "CONFIDENTIAL INFORMATION" or
9 "ATTORNEYS' EYES ONLY INFORMATION" receives from a third party a
10 subpoena or other process or order to produce such information in another legal
11 proceeding, such Receiving Party shall notify counsel for the Disclosing Party of the
12 subpoena or other process or order, furnish counsel for the Disclosing Party with a
13 copy of said subpoena or other process or order, and cooperate with respect to all
14 reasonable procedures sought to be pursued by the Disclosing Party whose interests
15 may be affected to protect its "PROTECTED INFORMATION." The Disclosing
16 Party or third party asserting the "CONFIDENTIAL INFORMATION" or
17 "ATTORNEYS' EYES ONLY INFORMATION" designation shall have the burden
18 of challenging or otherwise defending against such subpoena, process or order.
19 Until and unless there is an agreement between the parties or a further order of the
20 Court, the party receiving the subpoena or other process or order shall ensure
21 protection of confidentiality. Nothing in the paragraph shall be construed as
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1 authorizing a party to disobey a lawful subpoena issued in another action.

2 **15. Exclusion of Individuals From Depositions:** Counsel for either party
3 shall have the right to exclude from oral depositions, other than the deponent, the
4 deponent's counsel, the deposing counsel, the videographer and the reporter, any
5 person who is not authorized by this Protective Order to receive documents or
6 information designated "CONFIDENTIAL INFORMATION" or "ATTORNEYS'
7 EYES ONLY INFORMATION." Such right of exclusion shall be applicable only
8 during periods of examination or testimony directed to or comprising
9 "CONFIDENTIAL INFORMATION" or "ATTORNEYS' EYES ONLY
10 INFORMATION" of the party seeking to exclude the person from the deposition.
11

12 **16. Conclusion of Litigation:** Within sixty (60) days of the termination of
13 all of this action, whether through settlement or final judgment (including any and
14 all appeals therefrom), each Receiving Party will, at the option of the Disclosing
15 Party, either return to the Disclosing Party or destroy all "CONFIDENTIAL
16 INFORMATION" and all "ATTORNEYS' EYES ONLY INFORMATION"
17 produced by the Disclosing Party or Third Party, all work product containing such
18 information and all copies thereof. The sole exception to this requirement is that
19 outside counsel for each party shall be entitled to retain all pleadings, motion papers,
20 legal memoranda, correspondence, work product, trial transcripts and trial exhibits
21 admitted into evidence.
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23 **17. Protective Order Survives Termination of Litigation and The**
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1 **Court Retains Jurisdiction:** Except as specifically provided herein, the terms,
2 conditions, and limitations of this Protective Order shall survive the termination of
3 this action. This Protective Order shall remain in force and effect until modified,
4 superseded, or terminated by consent of the parties or by order of the Court made
5 upon reasonable written notice. The Court retains jurisdiction even after termination
6 of this action to enforce this Protective Order and to make such amendments,
7 modifications, deletions and additions to this Protective Order as the Court may
8 from time to time deem appropriate.

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11 **18. All Rights Reserved:** This Protective Order is without prejudice to the
12 right of any party to seek other or further relief from the Court.

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14 **19. No Waiver of Any Right to Object:** This Protective Order shall not be
15 construed as waiving any right to assert a claim of privilege, relevance, overbreadth,
16 burdensomeness or other grounds for not producing material called for, and access
17 to such material shall be only as otherwise provided by the discovery rules and other
18 applicable laws.

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20 **20. No Waiver of Privilege or Work Product:** It is agreed that
21 inadvertent production of documents or information subject to the attorney-client
22 privilege or work product immunity (despite the parties' reasonable efforts to
23 prescreen such documents and information prior to production) does not waive the
24 attorney-client privilege or work product immunity with respect to such production
25 or with respect to other materials or information referred to in the materials

1 produced, if a request for return or destruction of such documents or information is
2 made promptly after the disclosing party learns of its inadvertent production. Upon
3 such request, the other party or parties shall promptly destroy or return to the
4 Producing Party all copies of the requested documents and information. Such action
5 shall not constitute an acknowledgment that the claimed document or information is
6 in fact privileged or entitled to any protection or immunity. Nothing in this
7 paragraph shall prejudice the right of any party to seek discovery of
8 communications, documents and things as to which a claim of privilege or
9 protection has been made.

10 **21. Advice Based On “PROTECTED INFORMATION” Allowed:**

11 Nothing in this Protective Order shall bar or otherwise restrict any attorney from
12 rendering advice to his client with respect to this litigation and, in the course of
13 rendering advice, referring to or relying generally on the examination of
14 “CONFIDENTIAL INFORMATION” or “ATTORNEYS’ EYES ONLY
15 INFORMATION”; provided, however, that in rendering such advice and in
16 otherwise communicating with his client, the attorney shall not disclose the contents
17 of any “CONFIDENTIAL INFORMATION” or “ATTORNEYS’ EYES ONLY
18 INFORMATION” produced by another party if that disclosure would be contrary to
19 the terms of this Protective Order.

20 **22. No Effect On Other Legal Obligations:** This Protective Order shall
21 not abrogate or diminish any contractual, statutory or other legal obligation or right

1 of any party or person with respect to any “CONFIDENTIAL INFORMATION” or
2 “ATTORNEYS’ EYES ONLY INFORMATION”. The fact that information is
3 designated “CONFIDENTIAL INFORMATION” or “ATTORNEYS’ EYES ONLY
4 INFORMATION” under this Protective Order shall not be deemed to be
5 determinative of what a trier of fact may determine to be confidential or proprietary.
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7 **23. Redaction Allowed:** Any Producing Party may redact from the
8 documents and things it produced matter that the Producing Party claims is subject
9 to attorney-client privilege, work product immunity, a legal prohibition against
10 disclosure, or any other privilege or immunity. The Producing Party shall mark
11 each thing where matter has been redacted with a legend stating “REDACTED,” as
12 appropriate, or a comparable notice. Where a document consists of more than one
13 page, at least each page on which information has been redacted shall be so marked.
14 The Producing Party shall preserve an unredacted version of each such document.
15 This provision shall not affect any obligation to provide a log of information
16 redacted or otherwise withheld on the basis of attorney-client privilege, work
17 product immunity, a legal prohibition against disclosure, or other privilege or
18 immunity.

19 **24. Violations of Protective Order:** In the event that any person or party
20 should violate the terms of this Protective Order, the aggrieved disclosing party may
21 immediately apply to obtain injunctive relief against any such person or party
22 violating or threatening to violate any of the terms of this Protective Order. The
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1 parties and any other person subject to the terms of this Protective Order agree that
2 this Court shall retain jurisdiction over it and them for the purpose of enforcing this
3
4 Protective Order.

25. Reasonable Modifications Upon Written Agreement: The parties
may agree in writing to reasonable modifications of this Protective Order. However,
no modification by the parties shall have the force or effect of a Court order unless
the Court approves the modification.

26. Headings: The headings herein are provided only for the convenience
of the parties, and are not intended to define or limit the scope of the express terms
of this Protective Order.

16 | IT IS SO ORDERED

18 | Dated: June 16, 2009

Ron B.M.

The Honorable Robert N. Block

EXHIBIT A

**AGREEMENT CONCERNING INFORMATION
COVERED BY PROTECTIVE ORDER**

I, _____, hereby acknowledge that I have received a copy of the Protective Order entered in this action (Case No. SACV08-00614 DOC (RNBx)) by the United States District Court for the Central District of California (hereinafter, "the Protective Order").

I have either read the Protective Order or have had the terms of the Protective Order explained to me by my attorney.

I understand the terms of the Protective Order and agree to comply with and to be bound by such terms.

If I receive documents or information designed as "CONFIDENTIAL INFORMATION" or "ATTORNEYS' EYES ONLY INFORMATION," (as those terms are defined in the Protective Order), I understand that such information is provided to me pursuant to the terms and restrictions of the Protective Order.

I agree to hold in confidence and not further disclose or use for any purpose other than as permitted by the Protective Order.

I hereby submit myself to the jurisdiction of the United States District Court for the Central District of California for resolution of any matters pertaining to the Protective Order.

My address is:

My present employer is (name and address):

Dated: _____

Signed: _____
